



AGENDA

REGULAR JOINT MEETINGS

* * *

CLAYTON CITY COUNCIL and OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

* * *

TUESDAY, December 6, 2022

7:00 P.M.

***** NOTICE*****

*Members of the public will be able to participate either in-person at
Hoyer Hall, Clayton Community Library
6125 Clayton Road, Clayton, CA 94517
or
remotely via Zoom.*

Mayor: Peter Cloven
Vice Mayor: Holly Tillman

Council Members

Jim Diaz
Jeff Wan
Carl Wolfe

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review on the City's website at www.claytonca.gov
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at www.claytonca.gov
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda is available for review on the City's website at www.claytonca.gov
- If you have a physical impairment that requires special accommodations to participate, please call the City Clerk's office at least 72 hours in advance of the meeting at (925) 673-7300.

Instructions for Virtual City Council Meeting – December 6

Tonight’s meeting will be available to the public both in-person and remotely via Zoom. As a courtesy, and technology permitting, members of the public may continue to provide live remote oral comment via the Zoom video conferencing platform. However, the City cannot guarantee that the public’s access to teleconferencing technology will be uninterrupted, and technical difficulties may occur from time to time.

To follow or participate in the meeting:

1. **Videoconference:** to follow the meeting on-line, click here to register:

https://us02web.zoom.us/webinar/register/WN_06q0GcosRnmvy4dNOutGlw

After clicking on the URL, please take a few seconds to submit your first and last name, and e-mail address then click “Register”, which will approve your registration and a new URL to join the meeting will appear.

Phone-in: Once registered, you will receive an e-mail with instructions to join the meeting telephonically, and then dial Telephone: 877 853 5257 (Toll Free)

2. using the *Webinar ID* and *Password* found in the e-mail.

E-mail Public Comments: If preferred, please e-mail public comments to the City Clerk, Ms. Calderon at janetc@claytonca.gov by 5 PM on the day of the City Council meeting. All E-mail Public Comments will be forwarded to the entire City Council.

For those who choose to attend the meeting via videoconferencing or telephone shall have 3 minutes for public comments.

Location:

Videoconferencing Meeting (this meeting via teleconferencing is open to the public)

To join this virtual meeting on-line click here:

https://us02web.zoom.us/webinar/register/WN_06q0GcosRnmvy4dNOutGlw

To join on telephone, you must register in the URL above, which sends an e-mail to your inbox, and then dial (877) 853-5257 using the *Webinar ID* and *Password* found in the e-mail.

*** CITY COUNCIL ***
December 6, 2022

1. **CALL TO ORDER AND ROLL CALL** – Mayor Cloven.

2. **PLEDGE OF ALLEGIANCE** – led by Mayor Cloven.

3. **CONSENT CALENDAR**

Consent Calendar items are typically routine in nature and are considered for approval by one single motion of the City Council. Members of the Council, Audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment, question, discussion or alternative action may request so through the Mayor.

- (a) Approve the minutes of the City Council's regular meeting of November 15, 2022. (City Clerk) ([View here](#))
- (b) Approve the Financial Demands and Obligations of the City. (Finance) ([View here](#))
- (c) Adopt a Resolution of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings as Needed during the COVID-19 State of Emergency Under AB 361. (City Manager) ([View here](#))
- (d) Cancellation of January 3, 2023 City Council meeting. (City Manager) ([View here](#))
- (e) Adopt a Resolution Approving the Results of the Canvass of Returns in the November 2022 Clayton General Municipal Election Declaring Two Citizens Elected to the City Council of Clayton, California for Full Four-Year Terms of Office. (City Clerk) ([View here](#))
- (f) Adopt a Resolution Appointing one (1) Citizen to the Trails and Landscape Committee for term of office commencing December 1, 2022 through December 31, 2024. (City Clerk) ([View here](#))
- (g) Approve by Minute Order the Purchase of Replacement AED Units at a Net Cost of \$11,708 from the Rainy Day Fund. (Chief of Police) ([View here](#))
- (h) A Resolution of the City Council of the City of Clayton Authorizing the City Manager to Execute Deed Restrictions Applicable to Clayton Community Park and The Grove Park Parcels to Ensure Public Recreational Use of Both Facilities Through June 30, 2048 (Clayton Community Park) and June 30, 2049 (The Grove Park), in Accordance with the California Department of Parks and

Recreation's Office of Grants and Local Services' (OGAL) Proposition 68 Grant Programs (CEQA Status: Categorical Exemption, Class 2). (Community Development Director) ([View here](#))

4. RECOGNITIONS AND PRESENTATIONS

- (a) Information Only – No Action Requested.
- Human Rights Day – December 10
- (b) Certificates of Recognition to public school students for exemplifying the “Do the Right Thing” character trait of “Respect” during the month of October 2022. (Mayor Cloven) ([View here](#))

5. REMARKS BY OUTGOING CITY COUNCIL MEMBERS

Councilmember Carl Wolfe.

6. OATHS OF OFFICE BY NEWLY-ELECTED CITY COUNCIL MEMBERS

Jeff Wan and Kim Trupiano.
(City Clerk)

7. ANNUAL REORGANIZATION OF CLAYTON CITY COUNCIL

- (a) Election of Mayor by the City Council ([View here](#))
[Mayor Cloven, to conduct the election]
- (b) Election of Vice Mayor by the City Council
[Newly-elected Mayor to conduct the election]
- (c) Recognitions and remarks by new Mayor and Council Members.

8. REPORTS

- (a) City Manager/Staff
- (b) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

9. PUBLIC COMMENT ON NON - AGENDA ITEMS

Members of the public may address the City Council on items within the Council's jurisdiction, (which are not on the agenda) at this time. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Mayor's discretion. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

Public comment and input on Public Hearing, Action Items and other Agenda Items will be allowed when each item is considered by the City Council.

10. **PUBLIC HEARINGS** – None.

11. **ACTION ITEMS** – None.

12. **COUNCIL ITEMS** – limited to Council requests and directives for future meetings.

13. **CLOSED SESSION** – None.

14. **ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be December 20, 2022.

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*** OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT ***
December 6, 2022

1. **CALL TO ORDER AND ROLL CALL** – Chair Diaz.

2. **PUBLIC COMMENTS**

Members of the public may address the District of Boardmembers on items within the Board's jurisdiction, (which are not on the agenda) at this time. To facilitate the recording, assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Chair's discretion. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Board may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

Public comment and input on Public Hearing, Action Items and other Agenda Items will be allowed when each item is considered by the Board.

3. **CONSENT CALENDAR**

Consent Calendar items are typically routine in nature and are considered for approval by the Board with one single motion. Members of the Board, Audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment, question or input may request so through the Chair.

(a) Approve the Board of Directors' minutes for its regular meeting July 19, 2022. (Secretary) ([View here](#))

4. **ANNUAL REORGANIZATION OF THE BOARD OF DIRECTORS**

(a) Nominations and election of Chair (Chair Diaz to conduct the election) ([View here](#))

(b) Nominations and election of Vice Chair (New Chair to conduct the election).

5. **PUBLIC HEARINGS** - None.

6. **ACTION ITEMS** – None.

7. **BOARD ITEMS** – limited to requests and directives for future meetings.

8. **ADJOURNMENT** – the next meeting of the GHAD Board of Directors will be scheduled as needed.

#

**MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL**

TUESDAY, November 15, 2022

1. **CALL TO ORDER THE CITY COUNCIL** – The meeting was called to order at 7:00 p.m. by Mayor Cloven via a hybrid meeting format live in-person and Zoom videoconference and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Mayor Cloven, Vice Mayor Tillman, and Councilmembers Diaz, Wan, and Wolfe. Councilmembers absent: None. Staff present: City Manager Reina Schwartz, City Attorney Mala Subramanian, City Engineer Larry Thesis, Community Development Director Dana Ayers, and City Clerk/HR Manager Janet Calderon.

2. **MEETING PROTOCOL VIDEO** – City Clerk.

3. **PLEDGE OF ALLEGIANCE** – led by Mayor Cloven.

4. **CONSENT CALENDAR**

It was moved by Councilmember Diaz, seconded by Vice Mayor Tillman, to approve the Consent Calendar items 4(a) – 4(e), as submitted. (Passed 5-0).

 - (a) Approved the minutes of the City Council’s regular meeting of November 1, 2022. (City Clerk)
 - (b) Approved the Financial Demands and Obligations of the City. (Finance)
 - (c) Adopted Resolution No. 78-2022 of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings as Needed during the COVID-19 State of Emergency Under AB 361. (City Manager)
 - (d) Adopted Resolution No. 79-2022 Authorizing the City Manager to Execute a Professional Services Agreement with Apex Technology Management for \$68,000 for an Initial One-Year Term for Information Technology Security, Communication and Infrastructure Improvements (\$35,000) and Managed Information Technology Support (\$33,000) and for Managed Information Technology Services for \$33,000 Annually for up to a Four-Year Term Total. (City Manager)
 - (e) Adopted Resolution No. 80-2022 Accepting the City of Clayton (2022) Neighborhood Paving Preservation Project (CIP No. 10449) performed by Bay Cities Paving and Grading, Inc. as Complete, Approving the Notice of Completion, Directing the City Clerk to Record same with the County Recorder and Authorizing Payment of all retained funds to Bay Cities Paving and Grading, Inc. 35 days after recording of the Notice of Completion. (City Engineer)

5. RECOGNITIONS AND PRESENTATIONS

- (a) Administration of the Oath of Office to Clayton's new Chief of Police, Richard McEachin, Jr.

The City Clerk administered the Oath of Office to Clayton's new Chief of Police, Richard McEachin. Chief McEachin's girlfriend Yvette then pinned the chief's badge to Chief McEachin's police uniform.

Chief McEachin stated he is looking forward to leading a very capable Police Department and the great things its future holds.

Members of the Clayton City Council also welcomed Chief McEachin.

- (b) Overview of AB 2011 and SB 6.
(City Attorney and Community Development Director)

City Attorney Mala Subramanian presented the PowerPoint presentation.

Community Development Director Dana Ayers answered questions by the City Council.

Following questions by the City Council, Mayor Cloven opened the public comment.

Maria Shulman expressed her concerns of developers not wanting to pay prevailing wages for lower income projects.

Mayor Cloven closed public comment.

6. REPORTS

- (a) City Manager Reina Schwartz advised the City is still accepting applications for the Community Financial Sustainability Committee.

- (b) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

Councilmember Jeff Wan invited the community to recognize the end of the election at Ed's Mudville Grill this evening.

Vice Mayor Tillman attended the Trails and Landscaping Committee meeting, met with Chief Kreins, attended the Contra Costa County Mayors' Conference, attended the League of CA Cities League Leaders meeting, met with the Community Development Director, met with the City Manager, met with citizens on a variety of topics, attended the Pride Committee meeting, announced the Clayton Business and Community Association is looking for volunteers to assist in the holiday decorating this weekend, and advised she will not be able to attend the upcoming Contra Costa County Mayors' Conference on December 1.

Councilmember Wolfe met with the City Manager, met with the Mayor, attended several Clayton Business and Community Association Committee meetings, attended the Pride

Committee meeting and will be attending the upcoming East Contra Costa County Habitat Conservancy meeting.

Councilmember Diaz worked the Clayton Business and Community Association decorating and tree lighting chairs, attended the Veterans' Day Ceremony, attended the Clayton Business and Community Association Art and Wine Committee meeting, met with Chief McEachin and met with the City Manager.

Mayor Cloven attended Transportation Partnership and Cooperation for Central Contra Costa (TRANSPAC) meeting, attended the Veterans Day Ceremony, attended the Clayton Business and Community Association Art and Wine Committee meeting, and contacted CEMEX regarding their activities and monitoring efforts.

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

Larry Love expressed small businesses in Clayton are still struggling and requested the City Council consider disbursement of additional ARPA funding for small businesses in Clayton.

Mayor Cloven closed public comment.

8. PUBLIC HEARINGS – None.

9. ACTION ITEMS

- (a) Discuss Process for City Manager Recruitment, Potential Interim City Manager Appointment and Appointing a City Council Ad Hoc Subcommittee to Assist in the City Manager Recruitment Process for an Interim and Permanent City Manager. (City Manager)

City Manager Reina Schwartz presented the report.

Following questions by the City Council, Mayor Cloven opened the public comment; no comments were offered.

It was moved by Mayor Cloven, seconded by Councilmember Wan, to hire a recruiting firm for the City Manager recruitment, determine Rainy Day Fund as the funding source for the recruitment of City Manager, appointed Vice Mayor Tillman and Councilmember Wan as the Ad-Hoc Committee for the City Manager Recruitment, and approved the Ad Hoc Committee to select a recruiting firm for the City Manager recruitment. (Passed; 5-0)

10. CLOSED SESSION – None.

11. COUNCIL ITEMS

Vice Mayor Tillman requested a future agenda item regarding a proclamation in support of human rights in Iran, as requested by the Mayor of Pinole at the most recent Contra Costa Mayor's Conference meeting.

Councilmember Wolfe announced the Clayton Business and Community Association will be having its Christmas in The Grove event on December 3 at 6:00 pm.

12. **ADJOURNMENT**– on call by Mayor Cloven, the City Council adjourned its meeting at 8:12 p.m.

The next regularly scheduled meeting of the City Council will be December 6, 2022.

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Peter Cloven, Mayor

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STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN

DATE: 12/6/2022

SUBJECT: FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

RECOMMENDATION:

It is recommended the City Council, by minute action, approve the financial demands and obligations of the City for the purchase of services and goods in the ordinary course of operations.

Attached Report	Purpose	Amount
Obligations, Dated 12/6/22	Accounts Payable	\$ 333,096.40
Payroll Reconciliation Summary	Payroll, Taxes	\$ 90,207.35
Payroll Reconciliation Summary	Payroll, Taxes	\$ 88,077.41
	Total Required	\$ 511,381.16

Attachments:

1. Obligation report dated 12/6/22 (2 pages)
2. Payroll Reconciliation Summary report PPE 11/13/22 (2 pages)
3. Payroll Reconciliation Summary report PPE 11/27/22 (2 pages)

City of Clayton Obligations for 12/6/22

Vendor name	Invoice date	Invoice number	Invoice description	Amount	Payment method
American Fidelity Assurance Company	11/30/2022	2151300A	FSA PPE 11/13/22	\$75.00	Bank draft
American Fidelity Assurance Company	11/30/2022	2151305A	FSA PPE 11/27/22	\$75.00	Bank draft
American Fidelity Assurance Company	11/30/2022	D519091	Supplemental Insurance November 2022	\$641.78	Bank draft
Authorize.net	11/30/2022	October22	Online bankcard gateway fee October 2022	\$31.80	Bank draft
CalPERS Health	11/30/2022	17000694	Medical December 2022	\$26,450.80	Bank draft
CalPERS Retirement	11/30/2022	111322	Retirement PPE 11/13/22	\$17,019.45	Bank draft
Mission Square Retirement	11/30/2022	111322	457 Plan contributions PPE 11/13/22	\$1,263.46	Bank draft
Mission Square Retirement	11/30/2022	112722	457 Plan contributions PPE 11/27/22	\$1,263.46	Bank draft
Nationwide	11/30/2022	111322	457 Plan contribution PPE 11/13/22	\$500.00	Bank draft
Nationwide	11/30/2022	112722	457 Plan contribution PPE 11/27/22	\$500.00	Bank draft
Neopost (add postage)	11/30/2022	111822	Postage added	\$300.00	Bank draft
Paylocity Corporation	11/30/2022	INV1188343	Payroll fees October 2022	\$485.00	Bank draft
Paysafe Payment Processing	11/30/2022	October2022	OTC Bankcard fees October 2022	\$53.05	Bank draft
Paysafe Payment Processing	11/30/2022	October22	Online bankcard fees October 2022	\$116.49	Bank draft
US Bank CalCard	11/30/2022	Stmt end 10/24/22	CalCard charges ending 10/24/22	\$7,487.01	Bank draft
Wex Bank-Fleet Cards	11/30/2022	85323396	Fleet fuel stmt end 11/25/22	\$5,977.33	Bank draft
All City Management Services, Inc.	11/30/2022	81064	School crossing guard svcs 10/16/22-10/29/22	\$2,631.60	Check
AnchorCM	11/30/2022	22-003-4349	Engineering Svcs July 2022	\$78,342.50	Check
AnchorCM	11/30/2022	22-003-4444	Engineering Svcs October 2022	\$31,484.75	Check
AT&T (CalNet3)	11/30/2022	19104426	Phones 10/22/22-11/21/22	\$1,269.54	Check
AT&T (HH Internet)	11/30/2022	322941575-11	Hoyer Hall Internet 11/22/22-12/21/22	\$187.25	Check
Axon Enterprise, Inc	11/30/2022	INUS116007	PD AB2 Camera Bundle	\$567.68	Check
Bay Area Barricade Serv.	11/30/2022	36204	Signal Ahead sign	\$130.33	Check
Bay Area Barricade Serv.	11/30/2022	36324	Street work signs	\$1,518.59	Check
Best Best & Kreiger LLP	11/30/2022	949932-949937	Legal svcs October 2022	\$13,112.24	Check
Caltronics Business Systems	11/30/2022	3628034	Copier usage 10/19/22-11/18/22	\$149.21	Check
CCWD	11/30/2022	110122	Water 9/3/22-11/1/22	\$51,478.83	Check
Tammy Cerutti	11/30/2022	112022	EH rental deposit refund	\$500.00	Check
Cintas Corporation	11/30/2022	4137809241	PW uniforms through 11/17/22	\$64.19	Check
Cintas Corporation	11/30/2022	5132334261	Restock first aid cabinet	\$29.87	Check
City of Antioch	11/30/2022	AR167361	PD Vehicle repairs October 2022	\$2,093.16	Check
City of Antioch	11/30/2022	AR167616	PD Vehicle repairs October 2022	\$1,326.09	Check
Comcast Business (PD)	11/30/2022	157620118	PD Internet October 2022	\$960.74	Check
Comcast Business (The Grove Park)	11/30/2022	111022	The Grove Park internet 10/15/22-11/14/22	\$123.24	Check
Contra Costa County Police Chiefs' Assoc.	11/30/2022	11/3/22	Chiefs' Workshop 2023	\$1,250.00	Check
Contra Costa Family Justice Alliance	11/30/2022	2021CLT-06	Family Justice Center FY 23	\$200.00	Check
Corinne Gallagher	11/30/2022	111322	EH rental deposit refund	\$1,000.00	Check
Cropper Rowe, LLP	11/30/2022	420	2nd Progress billing, FS FY 2022	\$14,700.00	Check
De Lage Landen Financial Services, Inc.	11/30/2022	78094685	PD copier lease November 2022	\$129.70	Check
De Lage Landen Financial Services, Inc.	11/30/2022	78178514	PD copier lease December 2022	\$123.52	Check
De Lage Landen Financial Services, Inc.	11/30/2022	78178518	PD copier lease January 2023	\$123.52	Check
De Lage Landen Financial Services, Inc.	11/30/2022	78311893	Copier lease December 2022	\$1,004.49	Check

City of Clayton Obligations for 12/6/22

Digital Services	11/30/2022	12161	IT services 10/5/22-11/20/22	\$2,749.99	Check
Dillon Electric Inc	11/30/2022	4769	Street light repairs 11/17/22	\$891.00	Check
Everbridge, Inc	11/30/2022	M72135	Nixle 360 11/4/22-11/3/23	\$5,400.00	Check
Globalstar LLC	11/30/2022	41423930	Sat phone 11/16/22-12/15/22	\$135.13	Check
GovInvest, Inc	11/30/2022	2022-4038	Finance Consulting hours through October 2022	\$17,937.50	Check
Green Pro Solutions	11/30/2022	22492	All weather asphalt patch kit	\$698.88	Check
Harris & Associates, Inc.	11/30/2022	55185	CIP engineering svcs October 2022	\$2,155.00	Check
J&R Floor Services	11/30/2022	Eleven2022	Janitorial svcs November 2022	\$5,988.00	Check
Jason Shaw	11/30/2022	112122	PD training meal	\$20.01	Check
LarryLogic Productions	11/30/2022	2051	CC meeting production 10/18/22	\$480.00	Check
LarryLogic Productions	11/30/2022	2057	CC meeting production 11/15/22	\$440.00	Check
LEHR	11/30/2022	SI80491	Labor - replace camera cable #1744	\$105.00	Check
LSA Associates Inc	11/30/2022	185446	Consultant svcs October 2022	\$360.00	Check
Mark A. Clementi	11/30/2022	11-01-22	Pre-employment Psychological Eval - Chief	\$774.00	Check
McMaster-Carr Supply Co	11/30/2022	87872557	Timing belt	\$81.34	Check
Moore Iacofano Golstman, Inc	11/30/2022	78072	Housing Element svcs October 2022	\$10,600.00	Check
NAVSURFWARCENDIV Crane	11/30/2022	N00164LE1015-23	Electro-Optic Technology Program	\$300.00	Check
Pat Middendorf	11/30/2022	111822	EH rental deposit refund	\$500.00	Check
PG&E	11/30/2022	2572177359-3	Energy @ Maint Dept 10/22/22-11/20/22	\$361.24	Check
Precision Civil Engineering (PCE)	11/30/2022	27387	21-359.1 ADU Ordinance	\$179.00	Check
Precision Civil Engineering (PCE)	11/30/2022	27390	21-359 Pre-approved ADU Plans	\$2,065.00	Check
Professional Convergence Solutions, Inc	11/30/2022	PCS1115222	CF setup for PD	\$120.00	Check
Professional Convergence Solutions, Inc	11/30/2022	PCS1115223	Fix time on phones from Daylight Savings Time	\$50.00	Check
Professional Convergence Solutions, Inc	11/30/2022	PCS1122221	Repair voicemail @ City Hall	\$200.00	Check
Roto-Rooter Sewer/Drain Service	11/30/2022	510-24487692	CH - Clear main line pipe	\$527.00	Check
Site One Landscape Supply, LLC	11/30/2022	123607544-001	Equipment repair	\$375.61	Check
Site One Landscape Supply, LLC	11/30/2022	124698022-001	Irrigation parts	\$1,135.82	Check
Site One Landscape Supply, LLC	11/30/2022	124985501-001	Redwood mulch	\$114.02	Check
Site One Landscape Supply, LLC	11/30/2022	125022179-0010	Redwood mulch	\$228.04	Check
Stericycle Inc	11/30/2022	3006253950	Medical waste disposal	\$71.66	Check
Swenson's Mobile Fleet Repair	11/30/2022	I005557	PW svc to trailer	\$112.00	Check
T Mobile	11/30/2022	981497075	PD cell phones October 2022	\$516.14	Check
Teresita Cruz	11/30/2022	120222	Refund EH rental cancellation	\$1,262.00	Check
Texas Life Insurance Company	11/30/2022	SMOF1B20221113001	Supplemental insurance	\$42.25	Check
Verizon Wireless	11/30/2022	9919486019	PW cell phones 10/2/22-11/1/22	\$212.13	Check
Vision Service Plan (CA)	11/30/2022	816551134	Vision December 2022	\$60.52	Check
Western Exterminator	11/30/2022	155136C	Pest control November 2022	\$512.45	Check
William D White Co Inc	11/30/2022	459761CLY	Replace keypad for maint yard gate	\$1,661.85	Check
Workers.com	11/30/2022	134941	Seasonal workers week end 11/13/22	\$2,726.53	Check
Workers.com	11/30/2022	134992	Seasonal workers week end 11/20/22	\$4,206.62	Check

\$333,096.40

Payroll Summary

Check Date: 11/18/2022

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City of Clayton

Process: 2022111801

Pay Period: 10/31/2022 to 11/13/2022

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	31	0.00	68,579.07	68,579.07	
Totals		31	0.00	68,579.07	68,579.07	→ 68,579.07

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
Agency	EFSDU		1	0.00	358.15	358.15	
Agency	Regular		1	0.00	663.50	663.50	
Totals			2	0.00	1,021.65	1,021.65	→ 1,021.65

Total Net Payroll Liability				0.00	69,600.72	69,600.72	→ 69,600.72
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Tax Liability

CA and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA SDI - Employee	EXEMPT		Semi-Weekly	97,741.28	91,877.57			
California SITW			Semi-Weekly	96,227.82	96,227.82	4,590.70		
Totals						4,590.70	0.00	→ 4,590.70

CASUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA Edu & Training		0.001000	Quarterly	97,741.28	2,350.00		2.35	
California SUI		0.020000	Quarterly	97,741.28	2,350.00		47.00	
Totals						0.00	49.35	→ 49.35

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
EE Medicare High Income			Semi-Weekly	4,921.78	4,921.78	44.30		
Federal Income Tax			Semi-Weekly	96,227.82	96,227.82	12,579.68		
Medicare			Semi-Weekly	97,741.28	97,741.28	1,417.27		
Medicare - Employer			Semi-Weekly	97,741.28	97,741.28		1,417.25	
OASDI			Semi-Weekly	4,097.44	4,097.44	254.04		
OASDI - Employer			Semi-Weekly	4,097.44	4,097.44		254.04	
Totals						14,295.29	1,671.29	→ 15,966.58

Total Tax Liability						18,885.99	1,720.64	→ 20,606.63
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Total Payroll Liability						90,207.35		→ 90,207.35
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Transfers

Type	Date	Source Account	Amount
Dir Dep	11/17/2022		68,579.07
Tax	11/17/2022		20,606.63



Paylocity Corporation
(888) 873-8205

User: JGiantvalley

Run on 11/15/2022 at 12:26 PM

Payroll Summary

City of Clayton

Check Date: 11/18/2022

Process: 2022111801

Pay Period: 10/31/2022 to 11/13/2022

Page 2 of 2

Trust Agency	11/17/2022	1,021.65	
Totals Transfers		90,207.35	90,207.35

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	California SITW	11/23/2022	4,590.70
(Deposit made by Service Bureau)	Federal Income Tax	11/23/2022	15,966.58
(Deposit made by Service Bureau)	California SUI	1/31/2023	49.35
	Total Tax Deposits		20,606.63



Payroll Summary

City of Clayton

Check Date: 12/02/2022

Process: 2022120201

Pay Period: 11/14/2022 to 11/27/2022

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	27	0.00	66,676.02	66,676.02	
Totals		27	0.00	66,676.02	66,676.02	→ 66,676.02

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
Agency	EFSDU		1	0.00	358.15	358.15	
Agency	Regular		1	0.00	663.50	663.50	
Totals			2	0.00	1,021.65	1,021.65	→ 1,021.65

Total Net Payroll Liability				0.00	67,697.67	67,697.67	→ 67,697.67
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Tax Liability

CA and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA SDI - Employee	EXEMPT		Semi-Weekly	96,180.80	87,271.17			
California SITW			Semi-Weekly	94,667.34	94,667.34	4,602.78		
Totals						4,602.78	0.00	→ 4,602.78

CASUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA Edu & Training		0.001000	Quarterly	96,180.80	5,593.13		5.59	
California SUI		0.020000	Quarterly	96,180.80	5,593.13		111.86	
Totals						0.00	117.45	→ 117.45

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
EE Medicare High Income			Semi-Weekly	8,909.63	8,909.63	80.19		
Federal Income Tax			Semi-Weekly	94,667.34	94,667.34	12,549.31		
Medicare			Semi-Weekly	96,180.80	96,180.80	1,394.63		
Medicare - Employer			Semi-Weekly	96,180.80	96,180.80		1,394.62	
OASDI			Semi-Weekly	1,941.60	1,941.60	120.38		
OASDI - Employer			Semi-Weekly	1,941.60	1,941.60		120.38	
Totals						14,144.51	1,515.00	→ 15,659.51

Total Tax Liability → **18,747.29** **1,632.45** → **20,379.74**

Total Payroll Liability → **88,077.41** → **88,077.41**

Transfers

Type	Date	Source Account	Amount
Dir Dep	12/1/2022		66,676.02
Tax	12/1/2022		20,379.74



Payroll Summary

City of Clayton

Check Date: 12/02/2022

Process: 2022120201

Pay Period: 11/14/2022 to 11/27/2022

Page 2 of 2

Trust Agency	12/1/2022	1,021.65	
Totals Transfers		88,077.41	→ 88,077.41

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	California SITW	12/7/2022	4,602.78
(Deposit made by Service Bureau)	Federal Income Tax	12/7/2022	15,659.51
(Deposit made by Service Bureau)	California SUI	1/31/2023	117.45
	Total Tax Deposits		20,379.74





AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

DATE: December 6, 2022

SUBJECT: Adopt a Resolution of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings as Needed during the COVID-19 State of Emergency Under AB 361

RECOMMENDATION

Adopt a Resolution of the City Council allowing for video and teleconference meetings as needed during the COVID-19 state of emergency under AB 361.

BACKGROUND

Last year, the State Legislature passed and Governor Newsom signed AB 361 which continues many of the provisions related to the Brown Act that were in place under Executive Orders, which expired September 30, 2021 that allowed for video and teleconferencing during the state of emergency. Since AB 361 has been signed into law, the City can continue to meet virtually until such time as the Governor declares the State of Emergency due to COVID-19 over and measures to promote social distancing are no longer recommended by the County Health Officer.

On September 20, 2021, February 2, 2022, March 1, 2022, April 15, 2022, June 14, 2022, July 5, 2022, August 9, 2022, September 1, 2022 and October 4, 2022, the Contra Costa County Health Officer issued recommendations for safely holding public meetings and continues to encourage on-line meetings over in-person public meetings if feasible. If in-person meetings occur, the County Health Officer recommends physical distancing of six feet of separation between all attendees to the extent possible. The proposed resolution provides that the City Council and all subsidiary City boards and commissions may choose to hold fully virtual video and teleconference meetings while the state of emergency is still in effect and physical distancing is recommended.

In order to continue to be able to hold video and teleconference meetings as needed for COVID/public-health related reasons, the City Council will need to review and make

Subject: Resolution Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361

Date: December 6, 2022

Page 2 of 2

findings every thirty days that the state of emergency continues to directly impact the ability of the members to meet safely in person and that state or local officials continue to impose or recommend measures to promote physical distancing.

FISCAL IMPACT

None.

Attachments

Resolution of the City Council Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361

RESOLUTION NO. ##-2022

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON
ALLOWING FOR VIDEO AND TELECONFERENCE MEETINGS DURING THE
COVID-19 STATE OF EMERGENCY UNDER AB 361**

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency for COVID-19;

WHEREAS, AB 361 was passed by the State Legislature and signed by Governor Newsom and went into effect immediately and allows the City to continue to meet virtually until such time as the Governor declares the State of Emergency due to COVID-19 over and measures to promote physical distancing are no longer recommended;

WHEREAS, on September 20, 2021, February 2, 2022, March 1, 2022, April 15, 2022, June 14, 2022, July 5, 2022, August 9, 2022, September 1, 2022 and October 4, 2022, the Contra Costa County Health Officer issued recommendations for safely holding public meetings and encourages on-line meetings if feasible and if in person meetings occur then recommends physical distancing of six feet of separation to the extent possible and masking for all attendees;

WHEREAS, in light of this recommendation, the City Council desires for itself and for all other City legislative bodies that are subject to the Brown Act to be able to choose to meet via video and/or teleconference as necessary; and

WHEREAS, pursuant to AB 361 the City Council will review the findings required to be made at least every 30 days.

NOW THEREFORE BE IT RESOLVED the City Council hereby finds on behalf of itself and all other City legislative bodies: (1) a state of emergency has been proclaimed by the Governor; (2) the state of emergency continues to directly impact the ability of the City's legislative bodies to meet safely in person; and (3) local health officials continue to recommend measures to promote physical distancing.

BE IT FURTHER RESOLVED that the City Council and all other City legislative bodies may continue to meet via video and/or teleconference as needed during the COVID-19 emergency.

PASSED AND ADOPTED by the Clayton City Council, State of California, on this 6th day of December 2022, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

**THE CITY COUNCIL OF CLAYTON,
CA**

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Reina Schwartz, City Manager

DATE: December 6, 2022

SUBJECT: Cancellation of January 3, 2023 City Council meeting

RECOMMENDATION

It is recommended the City Council, by minute motion, cancel its regular public meeting scheduled to be held on Tuesday, January 3, 2023.

BACKGROUND

Clayton Municipal Code Section 2.04.010 specifies the regular public meetings of the Clayton City Council shall be held on the first and third Tuesdays of each and every month. Application of this Code section to the upcoming 2022/23 holiday calendar means the first City Council meeting on January 3, 2023 would need to be prepared during the 2022 Holiday closure.

SUGGESTED CANCELLATION OF JANUARY 3, 2023 MEETING

In evaluating the flow and tracking of agenda items for the remainder of 2022 calendar year, as of this writing there are no critical items that would need to be heard at the January 3, 2023 meeting. Given the relative absence of agenda items to conduct pressing City business, it is recommended that the City Council meeting on January 3, 2023 be canceled.

To provide optimum notice of meeting cancellation to interested members of the public and to our community as well as to arrange scheduling of agenda matters for the January 17th City Council meeting, the matter has been placed on this Agenda for advance notice, consideration, and action.

FISCAL IMPACT

There is no adverse financial impact to the City for cancellation of City Council meetings. Nominal savings occur for expenses incurred in the preparation, publication, and holding of a Council meeting (e.g. staff time, paper and copying expenses, meeting room utilities, video-taping of the meetings for livestreaming and cable television re-broadcast).



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk

DATE: December 6, 2022

SUBJECT: Adopt a Resolution Approving the Results of the Canvass of Returns in the November 2022 Clayton General Municipal Election Declaring Two Citizens Elected to the City Council of Clayton, California for Full Four-Year Terms of Office

RECOMMENDATION

By Consent Calendar minute motion, adopt a Resolution declaring the Contra Costa County Elections Office's results of canvass of returns in the November 2022 General Municipal Election has resulted in two citizens elected to the City Council of Clayton, California for full four-year terms of office:

BACKGROUND

Since the 2022 General Election resulted in a larger and more complex ballot, and greater voter participation, the official canvassing process will be completed within 30 days of the election, as required by Election Code 15372(a). The Contra Costa County Elections Department will have the Certification of the Official Results ready after 4:30 p.m. on December 2, with those results available for in-person pick-up by each city clerk. The final official canvas information will be provided for Council approval the evening of December 6.

FISCAL IMPACT

None.

Attachment: City Resolution with Exhibit A [2 pp.]

RESOLUTION NO. ##-2022

**A RESOLUTION APPROVING THE RESULTS OF CANVASS OF RETURNS IN
THE 2022 CLAYTON GENERAL MUNICIPAL ELECTION AND DECLARING TWO
CITIZENS ELECTED TO THE CITY COUNCIL OF THE CITY OF CLAYTON**

**THE CITY COUNCIL
City of Clayton, California**

WHEREAS, a duly noticed Clayton General Municipal Election was held in the City of Clayton on November 8, 2022 for the purpose of voting for candidates for two (2) full-term offices of Council Member on the City Council of the City of Clayton; and

WHEREAS, following the canvass of returns by the Contra Costa County Clerk and receipt of his report by the City Clerk, the City Council met in a regular public meeting on December 6, 2022 to consider the canvassed returns of the election pursuant to and accordance with applicable provisions of the California Elections Code; and

WHEREAS, the City Council finds that there were ten precincts in the City of Clayton established for holding the November 2022 General Municipal Election; and

WHEREAS, the City Council finds that the number of ballots cast in the City of Clayton at the General Municipal Election as of December 1, 2022 is 5,816, a 68.61% turnout; and

WHEREAS, the City Council finds that the names of the persons voted for and the number of votes given said persons in the Clayton General Municipal Election at each of the above noted precincts and by absentee ballot as candidates for the offices of Council Member on the Clayton City Council and the total votes cast for each candidate, are as set forth in the computer printout by the Contra Costa County Election Department, attached hereto as "Exhibit A" and incorporated herein by such reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Clayton, California that the following candidates (listed in order of most votes) for the three available elected offices of Council Member of the City Council of the City of Clayton did receive the three highest number of votes as shown on "Exhibit A", and are herewith declared to be the two (2) Council Members duly elected to serve on the Clayton City Council for a four-year term of office and until the results of the November 2026 General Municipal election are canvassed and accepted:

Jeff Wan

Kim Trupiano

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 6th day of December 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk

CITY OF CLAYTON, MEMBER, CITY COUNCIL (Vote for 2)

Precincts Reported: 10 of 10 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast	1	5,209	606	5,816 / 8,477	68.61%

Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
JEFF WAN		0	2,545	316	2,861	30.57%
KIM TRUPIANO		0	2,046	285	2,331	24.90%
BRIDGET BILLETER		0	1,941	158	2,099	22.43%
ED MILLER		1	1,870	198	2,069	22.10%
Total Votes		1	8,402	957	9,360	



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk

DATE: December 6, 2022

SUBJECT: Adopt a Resolution Appointing one (1) Citizen to the Trails and Landscape Committee for term of office commencing December 1, 2022 through December 31, 2024

BACKGROUND

On October 31, 2022 the City received an application from an interested citizen to serve on the Trails and Landscape Committee. The application was forwarded to the City Council Trails and Landscape Interview Committee consisting of Mayor Cloven and Vice Mayor Tillman for consideration of an appointment.

The Council's Trails and Landscape interview sub-committee has recommended appointment of applicant Martin Andrew. This citizen appointment will bring the total membership to ten (10) for this advisory committee (11 maximum).

RECOMMENDATION

Upon recommendation of the City Council sub-committee, it is proposed that the City Council adopt the attached Resolution appointing Martin Andrews to this citizens' advisory Committee.

FISCAL IMPACT

None; TLC members serve without compensation or stipend.

Attachments: Resolution- 2 pages
TLC Application – 1 page

RESOLUTION NO. ##- 2022

**A RESOLUTION APPOINTING ONE CITIZEN
TO THE TRAILS AND LANDSCAPE CITIZENS ADVISORY COMMITTEE**

**THE CITY COUNCIL
City of Clayton, California**

WHEREAS, in 2006, the City Council of Clayton adopted Resolution No. 8-2006 establishing and appointing a permanent citizens' advisory committee entitled "Trails and Landscape Committee" ("TLC") for oversight of the 1997 Citywide Landscape Maintenance District (CFD 2007-1); and

WHEREAS, in 2007, the City Council of Clayton adopted Resolution No. 38-2007 appointing up to eleven (11) citizen members as the Citizens Oversight Committee for the Citywide Landscape Maintenance District (CFD 2007-1); and

WHEREAS, in 2011, the City Council of Clayton adopted Resolution No. 4-2011 revising the ending date to December 31 for the term of office for members of Trails and Landscape Committee (the Citizens' Oversight Committee) to the Citywide Landscape Maintenance District (CFD 2007-1) and extending the current members terms accordingly; and

WHEREAS, on October 31, 2022 the City received an application from an interested citizen; and

WHEREAS, the City Council's TLC Interview Sub-Committee has considered and does recommend appointment of one interested citizen (Martin Andrews) to the Trails and Landscape Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California, does hereby appoint Martin Andrews to the Trails and Landscape Citizens' Advisory Committee of the City of Clayton for the term of appointed office to expire on December 31, 2024.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held the 6th day of December 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

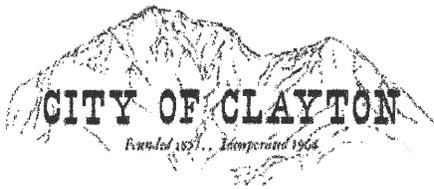
ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk



RECEIVED

OCT 31 2022

City of Clayton

**APPLICATION FOR
TRAILS AND LANDSCAPING COMMITTEE**

Name MARTIN ANDREWS Address _____

Home Phone _____ MOBILE Business Phone _____

E-mail address _____ Length of residency in Clayton 13 YEARS

Occupation RETIRED Present employer N/A

Why are you interested in serving on this Committee? I FEEL THAT I CAN
CAN CONTRIBUTE TO THE TOWN OF
CLAYTON BY BEING ON THIS
COMMITTEE

What is your vision for the trails and public landscaped areas of our City? I WILL
HAVE TO WAIT UNTIL I AM ON THE
COMMITTEE BEFORE I KNOW WHAT IS
NEEDED.

Please share your interests and hobbies, special training or education: _____
HORSE BACK / TRAIL RIDING / HIKING /
WALKING

- List 3 references with phone numbers: 1. GEORGE OSTERBERG
2. KAREN OSTERBERG
3. RALPH STELZNER

Signature: Martin Andrews

Date: 10-31-2022



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Police Chief McEachin

DATE: December 6, 2022

SUBJECT: Approve by Minute Order the Purchase of replacement AED units at a Net Cost of \$11,708 from the Rainy Day Fund

RECOMMENDATION

It is recommended that Council approve the purchase of nine (9) Physio-Control LIFEPAK CR2 AED units to replace the old, discontinued Physio-Control LIFEPAK CR Plus AED units for a net cost of \$11,708 from the Rainy Day Fund.

BACKGROUND

The majority of emergency calls for service requiring the fire department and an ambulance in the City of Clayton are medical emergencies. In 2012, the Clayton Police Department was awarded a grant to purchase five Automated External Defibrillator (AED) machines. This enabled us to have an AED in each on-duty police vehicle, one at City Hall and the one on the wall in Hoyer Hall. A short-time later, Clayton CERT was able to obtain four additional AED units, placing them at restaurants downtown, inside the library, and at the Maintenance Department, bringing the total in the City to nine. The Clayton Police Department has been responsible for replacing the batteries and pads when one of these AED units were used, or every 2 years as part of the regular replacement schedule required by the manufacturer.

The Physio-Control LIFEPAK CR Plus was discontinued approximately three years ago, and the warranty expired in 2020. Obtaining replacement batteries/pads for our current units takes approximately 18 months to receive due to significant manufacturing delays since the units were discontinued.

DISCUSSION

According to the American Heart Association, almost half of all cardiac deaths in 1999 occurred before emergency services and hospital treatment could be administered. Both the American Heart Association and the CDC recommend that if you suspect someone is having a heart attack or cardiac arrest, that an Automated External Defibrillator be used after

calling 911. The use of an AED greatly increases a person's chance of survival if used within the first few minutes.

Police Departments have recognized that as First Responders - who are already on the street, in neighborhoods and around businesses - are in an advantageous position to get to a cardiac emergency scene more rapidly than the fire department or an ambulance. Equipping police officers with AED units and strategically placing AED units in common areas ensures a greater chance of saving a life during a cardiac emergency.

The new Physio-Control LIFEPAK CR2 has an 8-year warranty and the batteries and pads have a regular replacement schedule of every 4 years or when the unit is used. Additionally, these units are fully automated and provide step-by-step use instructions specifically designed to be used by both our police officers and members of the public during a medical emergency.

FISCAL IMPACT

The vendor previously used for the original AED purchase is offering a significant discount on the purchase of replacement AED units and is offering a \$2,250 rebate for the trade-in of our discontinued AED units.

The total cost of nine (9) Physio-Control LIFEPAK CR2 AED units is \$13,957.52. After the rebate is taken into account, the net cost is \$11,708.

<u>Unit:</u>	<u>Cost Each</u>	<u>Total</u>
LIKEPAK CR2	\$1,345.00	\$12,105.00
Hard Case	\$101.00	\$909.00
Tax		\$943.52

Because the grant process can take between six months and a year to complete, applying for grants is not feasible this time around since the units are in need of replacement now.

Staff recommendation is to use funds from the Rainy Day Fund for this unanticipated but needed expense. The current available balance for the Rainy Day Fund is \$86,971. If this expenditure is approved, the remaining balance would be \$75,263. This Fund is in addition to the Pandemic Recovery Reserve with a balance of \$1,468,914 and the main General Fund reserve of \$5,931,772.

Attachment: A

AED quote

Attachment A



Division of Narva Enterprises 8091 Shaffer Parkway
 Littleton, CO 80127
 (888) 970.7799

Name / Address
Clayton Police Dept. Jason Shaw 6000 Heritage Trail Clayton, CA 94517

Date	Quotation #
11/29/2022	13589

Ship To
Clayton Police Dept. Jason Shaw 6000 Heritage Trail Clayton, CA 94517 jason.shaw@claytonpd.com

Item	Description	Qty	Cost	Total
99512-001434	LIFEPAK CR2 USB (Fully-Automatic) AED w/ Handle, (English), Energy: 200-300-360 Joules. Includes: 1 PR Quik-Step™ pacing/ECG/adult/pediatric defibrillation electrodes-4 years with pre-connected system, 1 battery-4 years, USB cable, operating instructions, 8 Year Warranty.	9	1,345.00	12,105.00T
	*** WHILE SUPPLIES LAST ***			
11260-000047	CR2 Semi Hard Case - White REBATE PROGRAM \$250.00/ea for LIFEPAK CR Plus Model. Devices must be recieved by AEDs Today within 30 days of new LIFEPAK CR2 Delivery	9	101.00	909.00T

Phone #	Fax #	E-mail	Subtotal	\$13,014.00
888.970.7799	303.484.7518	support@aedauthority.com		

			Sales Tax (7.25%)	\$943.52
--	--	--	--------------------------	----------

			Total	\$13,957.52
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AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dana Ayers, AICP, Community Development Director

DATE: December 6, 2022

SUBJECT: A Resolution of the City Council of the City of Clayton Authorizing the City Manager to Execute Deed Restrictions Applicable to Clayton Community Park and The Grove Park Parcels to Ensure Public Recreational Use of Both Facilities Through June 30, 2048 (Clayton Community Park) and June 30, 2049 (The Grove Park), in Accordance with the California Department of Parks and Recreation's Office of Grants and Local Services' (OGAL) Proposition 68 Grant Programs (CEQA Status: Categorical Exemption, Class 2)

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to execute and record deed restrictions ensuring use of The Grove and Clayton Community Park for public recreational use through June 30, 2049 and June 30, 2048, respectively, in accordance with the requirements of Proposition 68 grant funding programs.

BACKGROUND

The California Department of Parks and Recreation's OGAL's Recreational Infrastructure Revenue Enhancement (RIRE) and Per Capita grant funding programs originate from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by California voters on June 5, 2018. Codified in part in Public Resources Code (PRC), Division 46, Senate Bill 5 authorized "issuance of bonds in the amount of \$4 billion pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program." Funds are provided through various programs that include the RIRE and Per Capita Grant Programs.

Under the Per Capita Program (PRC Section 80061), grant funds are made available to local governments on a per capita basis. Grant recipients are encouraged to use funds to

rehabilitate existing recreational infrastructure and address deficiencies in neighborhoods lacking access to the outdoors. For projects not serving a severely disadvantaged community in which median income is less than 60 percent of the statewide average, the recipient agency is required to provide a local match of 20 percent of the total project cost through in-house employee services, volunteer labor, and/or federal, local or private funds. Based on City and County population, the City of Clayton is eligible for up to \$185,074 through the Proposition 68 Per Capita Program. Because Clayton is not a “severely disadvantaged community,” the City must provide a minimum 20 percent project cost match to the grant funds, equal to \$46,269.

Through the RIRE Program (PRC Section 80066), funds are available for a local agency that has obtained voter approval between November 1, 2012, through November 30, 2018, for revenue enhancement measures aimed at improving and enhancing local or regional park and recreational infrastructure. Funds are awarded proportionally based on the population of the voting area. A recipient of grant funds through the RIRE program is eligible to receive funds based on a per person basis, with a minimum allocation of \$250,000. No local match is required. Eligible projects exclude maintenance efforts but can include new and replacement recreational facilities, equipment and amenities installed within the grant performance period of July 1, 2019, through June 30, 2024.

On September 15, 2020, the City Council adopted Resolution No. 45-2020 authorizing the City Manager to file an application and to execute the grant agreement and other documents necessary to secure the Proposition 68 Per Capita Grant Program funds. On March 1, 2022, the City Council identified the replacement of the two play structures at Clayton Community Park as the project toward which the Per Capita funds would be applied.

On December 15, 2020, the City Council adopted Resolution No. 60-2020 authorizing the City Manager to file an application and to execute the grant agreement and other documents necessary to secure the Proposition 68 RIRE Program funds in the amount of \$250,000. On March 15, 2022, the Council identified a list of facilities and equipment installations toward which to apply the grant funds. Parameters of the RIRE grant program confined expenditures of that program’s funds to The Grove, a facility for which Clayton residents had previously passed a recreational facility ballot measure (most recently, City of Clayton Special Parcel Tax, Measure P, passed November 2014).

DISCUSSION

Terms of both the Per Capita and RIRE grant funding programs require the grant recipient (the City) to execute a deed restriction on the property or properties that the grant recipient owns and to which the grant funds will be applied. The deed restriction restricts the title of the property to ensure that the property is used for public recreational purposes consistent with the intent of both grant programs, as described above. For The Grove (RIRE grant), the term of the deed restriction is a period starting on July 1, 2019, through June 30, 2049; for Clayton Community Park (Per Capita grant) the term of the deed restriction is a period starting on July 1, 2018, through June 30, 2048.

Government Code section 37351 gives a city's legislative body (City Council) control over the purchase, lease, exchange or reception of property within or outside of its city limits. The statute also gives to the City Council the authority to control such property for the benefit of the City.

The City Council is requested to give authorization to the City Manager to execute and record the deed restrictions on the City's behalf on The Grove and the Clayton Community Park parcels, to ensure that both facilities remain available to the public for recreational purposes in accordance with the terms of the Proposition 68 grant programs through a date no earlier than June 30, 2049, and June 30, 2048, respectively.

ENVIRONMENTAL

This action is a component of two projects that consist of the replacement of existing play structures, facilities and amenities in two existing parks in the City: The Grove Park and Clayton Community Park. No expansion of the parks or their boundaries is necessary for the project, and the deed restrictions would ensure continued use of the existing parks for public recreational purposes through June 30, 2049, and June 30, 2048, and respectively. The projects and this current action to authorize recording of deed restrictions on the two parks' parcels are therefore exempt from the California Environmental Quality Act (CEQA, Public Resources Code section 21000 *et seq.*) pursuant to CEQA Guidelines section 15302, Categorical Exemption Class 2 (Replacement or Reconstruction). The City filed notices of the exemption from CEQA for the projects on March 2, 2022, and March 16, 2022.

FISCAL IMPACTS

There are nominal fiscal impacts associated with recording the deed restrictions in accordance with the grant program requirements. Costs would be limited to the fees to record the documents with the County Recorder's office. Not executing and recording the deed restrictions would render the City ineligible to receive funds through the Proposition 68 programs, and the City would need to identify other local or grant fund sources to replace the aging amenities or to install any new features in both public parks.

ATTACHMENTS

1. Resolution
2. Per Capita Program Deed Restriction (Clayton Community Park)
3. RIRE Program Deed Restriction (The Grove Park)

RESOLUTION NO. ##-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON AUTHORIZING THE CITY MANAGER TO EXECUTE DEED RESTRICTIONS APPLICABLE TO CLAYTON COMMUNITY PARK AND THE GROVE PARK PARCELS TO ENSURE PUBLIC RECREATIONAL USE OF BOTH FACILITIES THROUGH JUNE 30, 2048 (CLAYTON COMMUNITY PARK) AND JUNE 30, 2049 (THE GROVE) IN ACCORDANCE WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION'S OFFICE OF GRANTS AND LOCAL SERVICES' (OGAL) PROPOSITION 68 GRANT PROGRAMS

**THE CITY COUNCIL
City of Clayton, California**

WHEREAS, OGAL's Recreational Infrastructure Revenue Enhancement (RIRE) and Per Capita grant funding programs originate from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by California voters on June 5, 2018, and authorized "issuance of bonds in the amount of \$4 billion pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program;" and

WHEREAS, recipients of the grant programs are encouraged to use grant funds to improve, enhance and rehabilitate local or regional park and recreational infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors; and

WHEREAS, on September 15, 2020, the City Council adopted Resolution No. 45-2020 authorizing the City Manager to file an application and to execute the grant agreement and other documents necessary to secure the Proposition 68 Per Capita Grant Program funds, and on March 1, 2022, the City Council identified the replacement of the two play structures at Clayton Community Park as the project toward which the Per Capita funds would be applied; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 60-2020 authorizing the City Manager to file an application and to execute the grant agreement and other documents necessary to secure the Proposition 68 RIRE Program funds in the amount of \$250,000, and on March 15, 2022, the Council identified a list of facilities and equipment installations in The Grove Park toward which the grant funds would be applied; and

WHEREAS, terms of both the Per Capita and RIRE grant funding programs require the grant recipient (the City) to execute a deed restriction on the property or properties that the grant recipient owns and to which the grant funds will be applied, to ensure that the properties are used for public recreational purposes consistent with the intent of both grant programs; and

WHEREAS, the projects funded through these grant programs and the action to authorize recording of deed restrictions on the two parks' parcels are exempt from the California Environmental Quality Act (CEQA, Public Resources Code section 21000 *et seq.*) pursuant to CEQA Guidelines section 15302, Categorical Exemption Class 2 (Replacement or Reconstruction); and

WHEREAS, Government Code section 37351 gives a city's legislative body (City Council) control over the purchase, lease, exchange or reception of property within or outside of its city limits and authorizes the City Council to control such property for the benefit of the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Clayton, California, does hereby authorize the City Manager to execute and record deed restrictions on the City's behalf on The Grove and the Clayton Community Park properties (Assessor's Parcel Nos. 119-015-007, 118-520-006 and 118-520-014) to ensure that both facilities remain available to the public for recreational purposes through a date no earlier than June 30, 2049, and June 30, 2048, respectively, in accordance with the terms of the Proposition 68 RIRE and Per Capita grant programs.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Mayor

ATTEST:

Janet Calderon, City Clerk

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Erin Spencer

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, _____
_____ (hereinafter referred to as "Owner(s)" is/are recorded
owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference
(hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to
as "DPR") is a public agency created and existing under the authority of section 5001 of the California
Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to
the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018
Parks Bond Act, 2018 Parks Bond Act Per Capita Program to Replace play structure equipment and
recreational amenities on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally
approved Grant 18-07-040 , (hereinafter referred to as "Grant") to Replace play structure equipment and
recreational amenities on the Property, subject to, among other conditions, recordation of this Deed
Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the
Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF CLAYTON, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOTS 99, 100, 113, AND 114 AS SAID LOTS ARE SHOWN AND SO DESIGNATED ON THE OFFICIAL MAP OF SUBDIVISION 6990 FILED DECEMBER 20, 1988 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY IN BOOK 328 OF MAPS AT PAGE 21.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT A POINT ON THE NORTHEASTERN LINE OF MARSH CREEK ROAD, AS SAID LINE IS SHOWN AND SO DESIGNATED ON SAID MAP OF SUBDIVISION 6990, AT THE NORTHWESTERN TERMINUS OF THE COURSE SHOWN ON SAID MAP AS "NORTH 34°37'13" WEST 123.29 FEET" AND RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERN LINE ALONG THE ARC OF A 1240.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 55°22'47" EAST, THROUGH A CENTRAL ANGLE OF 10°36'43" AN ARC DISTANCE OF 229.66 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE, FROM SAID POINT OF BEGINNING, CONTINUING NORTHERLY ALONG SAID NORTHEASTERN LINE OF MARSH CREEK ROAD THE FOLLOWING 2 (TWO) COURSES: 1) ALONG THE CONTINUATION OF THE LAST NAME 1240.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 65°50'30" EAST, THROUGH A CENTRAL ANGLE OF 46°52'59" AN ARC DISTANCE OF 1014.65 FEET TO A POINT OF REVERSE CURVATURE, AND 2) ALONG THE ARC OF A TANGENT 1100.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04°52'34" AN ARC DISTANCE OF 93.62 FEET; THENCE, LEAVING SAID NORTHEASTERN LINE SOUTH 72°02'40" EAST 62.00 FEET; THENCE, SOUTH 19°42'42" EAST 164.25 FEET; THENCE, SOUTH 16°32'06" EAST 214.18 FEET; THENCE, SOUTH 31°30'59" EAST 160.05 FEET; THENCE, SOUTH 34°26'06" EAST 282.17 FEET; THENCE SOUTH 26°52'27" EAST 98.90 FEET; THENCE, SOUTH 63° 56' 13" WEST 541.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 60.3560 ACRES, MORE OR LESS.

EXHIBIT B

GRANT CONTRACTS

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE City of Clayton

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Clayton

By 
(Signature of Authorized Representative)
Title City Manager
Date March 17, 2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
By 
708FDA4C8D9E41C...
Date 3/22/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9801168	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000012900			PROJECT NO. 18-07-040
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$177,952.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69801	PROJECT / WORK PHASE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and City of Clayton (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Clayton
GRANTEE

By: 
Signature of Authorized Representative

Title: City Manager

Date: March 17, 2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
By: 
708FDA4C8D9E41C...

Date: 3/22/2022

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE City of Clayton

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2038

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

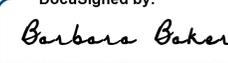
The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Clayton

By 
Grantee
(Signature of Authorized Representative)
Title City Manager
Date March 17, 2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By 
DocuSigned by:
708FDA4C8D9E41C...
Date 3/22/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9802017	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000012900			PROJECT NO. 18-07-041
AMOUNT ENCUMBERED BY THIS DOCUMENT \$7,122.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 23	STATUTE 19	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$ 7,122.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69803	PROJECT / WORK PHASE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Clayton (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$7,122, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period:
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Clayton
GRANTEE

By: Reina Joshi
Signature of Authorized Representative

Title: City Manager

Date: March 17, 2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
By: Barbara Baker
708FDA4C8D9E41C...

Date: 3/22/2022

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Erin Spencer

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, _____ (insert ownership information as it appears on the deed) _____
_____ (hereinafter referred to as "Owner(s)" is/are recorded
owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference
(hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to
as "DPR") is a public agency created and existing under the authority of section 5001 of the California
Public Resources Code (hereinafter referred to as the "PRC"); and

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds available
pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for
All of the 2018 Parks Bond Act, Recreational Infrastructure Revenue Enhancement Program for
improvements on the Property; and

IV. WHEREAS, on July 1, 2019, DPR's Office of Grants and Local Services conditionally
approved Grant RI-07-001 , (hereinafter referred to as "Grant") for improvements on the Property,
subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the
Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, Recreational

Infrastructure Revenue Enhancement Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for themselves and for their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all their assigns or successors-in-interest for the period running from July 1, 2019 through June 30, 2049.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction

up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL OF LOTS 10 THROUGH 12 AND PORTIONS OF LOTS 2 THROUGH 9, 13, AND 14, IN BLOCK 3, AS SAID LOTS AND BLOCK ARE DELINEATED ON THAT MAP ENTITLED "MEMORANDUM MAP OF THE TOWN OF CLAYTON", AS FILED IN THE OFFICE OF THE RECORDER, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, IN BOOK E OF MAPS AT PAGE 101 ½, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2 (E MAPS 101 ½); THENCE SOUTH 00° 32' 10" WEST, ALONG THE WEST LINE OF SAID LOT 2, 5.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MAIN STREET; THENCE SOUTH 89° 27' 50" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 203.80 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 64° 38' 32", AN ARC DISTANCE OF 33.57 FEET TO A POINT OF COMPOUND CURVATURE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF MARSH CREEK ROAD; THENCE, FOLLOWING SAID RIGHT OF WAY LINE, ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS SOUTH 64° 38' 42" WEST AND HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 14° 35' 33", AN ARC DISTANCE OF 145.17 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS SOUTH 79° 14' 15" WEST AND HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 101° 17' 55", AN ARC DISTANCE OF 53.04 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CENTER STREET; THENCE, ALONG SAID RIGHT OF WAY, SOUTH 00° 32' 10" WEST, 5.00 FEET; THENCE NORTH 89° 27' 50" WEST, 247.71 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 00° 32' 10" EAST, 195.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.1 ACRES, MORE OR LESS.

APN: 119-015-007

EXHIBIT B

GRANT CONTRACT

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
RIRE

GRANTEE City of Clayton

GRANT PERFORMANCE PERIOD is from July 01, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

Total State Grant amount not to exceed **\$250,000.00**

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Clayton

By *Remax Schwab*
(Signature of Authorized Representative)

Title City Manager

Date March 22, 2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
Barbara Baker
708FDA4C8D9E41C...
By _____
Date 3/25/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9802375	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000012900			PROJECT NO. RI-07-001
AMOUNT ENCUMBERED BY THIS DOCUMENT \$250,000.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 23	STATUTE 19	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$250,000.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69802	PROJECT / WORK PHASE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and City of Clayton (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$250,000, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT GRANT”). These funds shall be used for completion of the GRANT and PROJECT SCOPE(S).

The Grant Performance Period is from July 01, 2019 to June 30, 2024 .

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this GRANT.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Recreational Infrastructure

Revenue Enhancement Program.” The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

8. The term “PROJECT” means the SCOPE as described in the APPLICATION PACKET to be completed with GRANT.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the SCOPE described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the GRANT PERFORMANCE PERIOD set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT PROJECTS, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT PROJECTS, the advanced GRANT MONIES shall be placed in an interest bearing account until expended.

Interest earned on the advanced GRANT MONIES shall be used on the PROJECT as approved by the STATE. If GRANT MONIES are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final PROJECT expenditures within 60 days of PROJECT COMPLETION or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this CONTRACT available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any GRANT MONIES that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the PROJECT. The commencement of the PROJECT means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After PROJECT commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this CONTRACT with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced GRANT amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the PROJECT which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following PROJECT termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the PROJECT property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this CONTRACT only for the purposes of this GRANT and no other use, sale, or other disposition or change of the use of the PROJECT property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the PROJECT property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The PROJECT property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the GRANT was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, age, religion, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the use of any property or facility developed pursuant to this CONTRACT.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this PROJECT GRANT CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

- 2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the GRANT PROJECT.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the PROJECT property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Clayton
GRANTEE

By: 
Signature of Authorized Representative

Title: City manager

Date: March 22, 2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
By: Barbara Baker
708FDA468D9E41C...

Date: 3/25/2022

KYLE HUNT
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great
"Respect"
October 2022

JACKSON RING
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great
"Respect"
October 2022

LEXI GONZALEZ
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great
"Respect"
October 2022

AUSTIN KIRKHAM
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great
"Respect"
October 2022



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk

DATE: December 6, 2022

SUBJECT: NOMINATION AND ELECTION OF MAYOR AND VICE MAYOR FOR 2023

RECOMMENDATION

It is recommended the City Council elect its Mayor and Vice Mayor for the one-year term of office (2023) to commence the evening of December 6, 2022.

BACKGROUND

Pursuant to Section F.4. – Mayor Selection, of the *Council Guidelines and Practices* (page 4, copy attached), the Mayorship and Vice Mayorship are one-year terms of office in the City of Clayton. The Clayton electorate does not directly elect its mayor or vice mayor. The election of its officers from within the membership of the City Council commences each year at the first regularly-scheduled Council meeting each December.

The following table lists those serving as Mayor over the last seventeen (17) years:

2023	TBD	2014	Hank Stratford
2022	Peter Cloven	2013	Julie Pierce
2021	Carl Wolfe	2012	Howard Geller
2020	Julie Pierce	2011	David Shuey
2019	Tuija Catalano	2010	Hank Stratford
2018	Keith Haydon	2009	Julie Pierce
2017	Jim Diaz	2008	Gregory Manning
2016	Howard Geller	2007	William Walcutt
2015	David Shuey	2006	David Shuey

NOMINATION AND ELECTION PROCEDURES

Pursuant to Chapter 2.04 – Council Meetings of the *Clayton Municipal Code*, Clayton uses the most recent version of *Robert's Rules of Order* to govern the conduct of City business meetings.

To assist in the procedure of nominating and selecting the next mayor and vice mayor at this meeting, the following rules* have been extracted and summarized below:

1. The nomination/election of the next Mayor is to be conducted by Mayor Cloven. Once the new Mayor is elected, that member of City Council immediately presides and conducts the remainder of the business items on the agenda, including the City Council's election of its Vice Mayor to serve a 1-year term of office commencing the evening of December 6, 2022.
2. The method of nomination in this respect is an "open nomination" solely by and from within the membership of the presently-seated Clayton City Council. Nomination cannot be accepted from members of the public.
3. No "second" is required for nomination, although sometimes one or more members will "second" a nomination to indicate endorsement.
4. In no event may any one member nominate more persons than there are offices to fill in the respective selection.
5. When it appears that no one else wishes to make a nomination, the chair of the meeting asks one (1) final time if there are additional nominations. If there is a no response, the chair then declares...*"the nomination for [Mayor or Vice Mayor, as applicable] is closed."*

It is unnecessary to have a motion to officially close the nomination; yet, if such a motion is made, that motion then requires an affirmative 2/3rd vote of the Council present [4 or 5]. After nominations are closed, a majority vote is required to re-open it.

6. Nominees are voted on in the order in which they are nominated. As soon as one of the nominees receives a majority vote [in this case, 3 or more votes], the chair then declares that person elected to that respective office, and no vote is taken on the remaining nominee(s).

MAYOR SELECTION CRITERIA

In accordance with the adopted Council Guidelines and Procedures [May 2019], the City Council established six (6) guidelines pertaining to the annual selection of its Mayor. Reference is made to the attachment to this Staff Report for review of those Guidelines.

FISCAL IMPACT

No financial impact. The offices of Mayor and Vice Mayor receive the same monthly stipend as other members of the City Council.

Attachment: Council Guidelines and Procedures

*Reference: Chapter XIV- Nominations and Elections, *Robert's Rules of Order* [RONR, 10th Edition, pp. 418-43]

COUNCIL GUIDELINES AND PROCEDURES

* CITY OF CLAYTON *

In order to maximize the effectiveness of the Clayton City Council, the following guidelines have been adopted.

A. GENERAL

1. The Council takes courageous action when necessary to keep Clayton on the cutting edge of well-run, well-managed, innovative cities.
2. The Council provides leadership and participates in regional, state and national programs and meetings.
3. The Council looks to its Commissions and Committees for independent advice and some legislative actions.
4. There is extensive citizen participation and work on City programs and documents.
5. There are numerous meetings other than regular Council meetings.
6. There is a commitment to training for staff, Council and Commission members.
7. Council Members will inform the City Clerk when they will be out of town as early as possible so absences can be calendared.
8. Council Members receive the same information as much as possible: Citizen complaints, letters, background, etc. [All Members receive copies of everything].
9. Technology is used to create efficiencies.
10. Unwanted reports and documents are returned to staff for distribution to the public or for recycling.

B. COUNCIL VALUES

1. Each Councilperson is elected to and encouraged to represent his or her opinion and to work to carry out what he or she believes is in the best interests of Clayton and its citizens.
2. The Council and the City Manager are a participatory team.
3. The Council is high energy and achievement oriented.

4. Council Members exhibit care and respect for each other as persons.
5. Council Members promote care and respect for each other's point of view. Each Member has a right to be heard.
6. Opinions are expressed honestly, openly, civilly and with integrity.
7. Humor is an important tool.
8. Traditions are respected but not always binding.

C. COUNCIL INTERACTION AND COMMUNICATION

1. The Mayor makes Council sub-committee appointments annually in December; the Mayor is encouraged to seek input from Council regarding appointment preferences.
2. Members will take seriously the responsibility of reporting to Council on sub-committees and other regional, state and national board/agency/group activities in which they are involved.
3. Each Council Member has the responsibility to initiate resolution of problems as soon as possible.
4. Members shall recall and abide by the Brown Act when giving information to each other outside of public meetings.
5. Cheap shots at each other are not allowed by Members during public meetings, in the media, or at any other time.
6. Relationships are informal, but Council Members need to be aware of impact on and perception of the public.
7. Council Members will be flexible in covering Council responsibilities for each other.
8. Council Sub-Committees.
 - a. Sub-committee areas belong to the Council as a whole; they are not seen as territorial.
 - b. Sub-committees shall keep the rest of the Council fully informed. The rest of the Council is responsible for letting a sub-committee know if they want more information or to give input.
 - c. Before sub-committees start moving in new directions, they will obtain direction from the rest of the Council.

- d. Sub-committee reports will be made under “Council Reports” at Council meetings, when appropriate.
- e. Sub-committee memos will be sent on an interim basis to update other Council Members on:
 - 1). Issues being discussed.
 - 2). Options being considered.
 - 3). Progress.
- f. Appropriate reports will also be included in the City Manager’s “Weekly Report”.
- g. Council may contact Department Heads or the City Manager to be briefed on any sub-committee work.
- h. Council shall review the performance of citizen committees no less frequently than every six months.
- i. Sub-committees are task oriented with scheduled dates of completion.

D. COUNCIL INTERACTION AND COMMUNICATION WITH STAFF

- 1. City Manager.
 - a. Council Members should always feel free to communicate with the City Manager.
 - b. When a Council Member is unhappy about the performance of a Department, he/she should discuss this with the City Manager, not any other employee [the City Manager will inform the Mayor of any serious violations of this norm].
 - c. Concerns about the performance of Department Heads must be taken to the City Manager and/or Mayor first for resolution through proper channels.
 - d. In passing along critical information, the City Manager will inform all Council Members.
 - e. Council will provide ongoing feedback, information and perceptions to the City Manager, including some response to the “Weekly Report”.
 - f. Council will page the City Manager if there is an emergency and he/she cannot be reached by phone.

2. Staff in General.
 - a. Council may make reasonable requests for information directly from Department Heads.
 - b. An informal system of direct communication with staff is used but not abused by Council.
 - c. Staff will inform Council immediately when an unusual event occurs that the public would be concerned about [e.g., major vehicular accidents; major police activities; areas cordoned off by police or fire, etc.].
 - d. The Council and staff will not intentionally blind side each other in public; if there is an issue or a question a Council Member has regarding an agenda item, that Member will contact staff prior to the meeting.

E. COUNCIL RESPONSIBILITIES FOR KEEPING INFORMED

1. Read Commission minutes and staff reports to find out issues being addressed.
2. Read documents on planning items.
3. Read City Manager “goal updates” list for Council.
4. Do homework diligently and thoroughly.

F. MAYOR SELECTION

1. Election to Vice Mayor and Mayor requires supporting votes of three (3) Council Members, but in the interest of harmony unanimous consensus is to be sought and encouraged.
2. Any Council Member wanting or not wanting a role has a responsibility to tell all other Members.
3. As far as possible and until otherwise decided, Council Members will take turns as Mayor.
4. Mayorship will be a one-year term, commencing with the first meeting in December.
5. Selection of a Mayor is not a lock-step system. The Vice Mayor is generally expected to ascend to Mayor.
6. All Council Members are peers, and the Mayor and Vice Mayor serve at the pleasure of the Council.

G. MAYOR'S ROLE

1. Each Mayor operates somewhat uniquely from past Mayors; the role is largely defined by the person based on style.
2. The elected Mayor is to chair the meetings with proper decorum and to treat all Council Members and the public with respect.
3. The Mayor will inform the Council of any correspondence received or sent in relation to City business. This will be done within reason so as not to create a paper-trail overload. (Use of voice mail is encouraged, whenever possible).
4. The Mayor will forward pertinent information to other Council Members.

H. CITIZEN COMPLAINTS

1. City residents are considered “customers” and will be treated with courtesy and respect.
2. Council Members will receive copies of citizen written complaints, as received.
3. Council Members will be informed on telephone complaints, as appropriate.
4. Staff will inform Council of their response to complaints; copies of written responses should be included in Council packets.
5. Responses to citizens are personalized and professional.
6. Written responses will be selective. Responses will be made to all complaints.
7. Staff will draft a copy of responses for Council to use; letters over Council signatures checked out with signatory.
8. Council should not go to a hands-on mode when complaints occur. Issues will be referred to appropriate staff who will be given adequate time to respond.
9. If a Council Member wants action based on a citizen complaint, he/she should go through the City Manager's office to insure proper handling.

I. PUBLIC MEETINGS

1. Agendas.
 - a. Formation.
 - 1). The City Manager and the City Clerk will prepare a draft agenda and review it with the Mayor for finalization.
 - 2). Any member of the Council may request that an item be placed on the agenda by contacting the Mayor. It is the Mayor's discretion as to which regularly scheduled meeting the requested agenda item will appear, after consultation with the City Manager regarding availability of staff time to prepare necessary reports and the extent and number of items already scheduled for each upcoming Council meeting.
 - b. Council may move to table any agenda item for future study.
 - c. Council Members will feel free to ask for continuance if enough time has not been available for the Council to prepare.
 - d. If a Member is ill or away for any big or "personal" agenda item, the item may be tabled at the Member's request.
 - e. Council may refuse to act on items where critical materials were not available in the Friday agenda packet.
 - f. Agenda packets are available by 5:00 PM on the Friday preceding the Tuesday meeting.
 - g. No item on the agenda will be taken up after 11:00 PM without the unanimous consent of the Council Members present.
2. Consent Calendar.
 - a. Items placed on the Consent Calendar are those considered by the Mayor or the City Manager to be routine in nature; they are enacted in one motion. There is normally no separate discussion of these items, unless requested.
 - b. The Consent Calendar is used judiciously for items such as minutes, routine City business, some appeals, items already approved in the Budget, etc.
 - c. The Mayor will inquire of the public, "Is there anyone who wishes to speak to anything on the Consent Calendar?" [to be in bold type on the agenda]. If so, the item is pulled off the Calendar for separate discussion.

- d. If a Council Member has a question on a Consent Calendar item for their information only, they are encouraged to ask staff ahead of time, rather than having it pulled off for discussion during the meeting.
 - e. If there is time before the meeting, Council Members will inform staff of items they wish to pull from the Consent Calendar.
 - f. If additional information is requested by a Council Member, staff will provide back-up material to all Council Members.
- 3. It is reasonable to expect that staff be prepared to give an oral report on every agenda item.
 - 4. The Mayor works with the City Manager to decide how much information needs to be disseminated at the meeting based on the item, and Council and audience needs.
 - 5. There will be no packing of the audience by individual Council Members for specific agenda items.
 - 6. Corrections to minutes should be passed to the City Clerk before the meeting, if possible.
 - 7. Public Comment.
 - a. As required by law.
 - b. To be directed to the Mayor and Council, not staff or the audience.
 - c. Has a three (3) minute time limit enforced at the Mayor's discretion; is announced in advance and consistently applied.
 - d. Is addressed early in the meeting.
 - e. A Council Member may ask staff to put an item on a future agenda.
 - f. Council may ask staff to respond, when appropriate.
 - g. The following options may be considered by the Mayor during times of high controversy:
 - 1). The Mayor designates a block of time early in the meeting (20 minutes) and any comments beyond this limit will be held until the end of the meeting.

- 2). The Mayor polls the audience for an indication of the number of people wishing to speak, then calls on individuals to speak.
8. The Mayor should survey the audience, as appropriate, to move agenda items up or back to address audience items of concern.
9. Public participation is encouraged on all public agenda items.
10. Council and staff will treat participants and each other with courtesy. Derogatory or sarcastic comments are inappropriate.
11. The public will likewise be encouraged by the Mayor to maintain meeting decorum.
12. Council and staff will treat the public with respect; refer to citizens by surnames, as appropriate.
13. In Council meetings when citizens are agitated, the Mayor may call a short recess to calm the situation.
14. The portion of a regular Council meeting before 7:00 PM, in addition to the present items, should include Council and City Manager reports; action items are discussed first and reports second; Council will ask staff for a summary, if appropriate.
15. The Mayor allows other Members to speak first, then gives his/her views and afterward summarizes the discussion. Council Members should not be redundant if they concur with what has already been said.
16. Voting.
 - a. Each Council Member is given an opportunity to speak before a motion.
 - b. Attempts are always made to reach consensus on significant issues.
 - c. On split votes, each Member shares his/her views about the issue and the reasons for his/her vote.
 - d. Once a vote is final, Council Members will support the action taken. If a Council Member wants a vote to be reconsidered, he/she will follow The Standard Code of Parliamentary Procedure.
 - e. Any Council Member may request a roll call vote on any given issue.
17. When any Council Member believes something would be helpful during a meeting, he/she is free to suggest change in the procedure.

18. Department Head attendance is encouraged at every Council meeting when there is a pertinent issue relative to that Department on the agenda; other staff attendance at Council meetings is at the City Manager's discretion.
19. Written documents, written statements, citizen petitions, references, newspaper articles or other materials submitted at or read by a council member or a member of the public at a City Council meeting become part of the Agenda Packet retained for that meeting, not an attachment to the official minutes prepared by the City Clerk of said meeting.
20. Council Members shall not use or receive digital or electronic communications (such as electronic text or visual communications and attachments distributed via email, instant messaging, twitter or comparable services) regarding an agenda item at any time during the meeting of the City Council at which he or she is in attendance.

J. EXECUTIVE SESSION IN GENERAL

1. Council will receive written reports for Closed Session items, as appropriate; these reports are to be returned to staff at the end of the meeting.
2. The City Manager will schedule pre-meeting Closed Sessions if it will save the City money [due to consultant or legal fees, etc.].
3. There is to be no violation of Executive Session confidentiality. Council Members will not talk to affected/opposing parties or anyone else (press, etc.) regarding Executive Session items without Council direction and concurrence.
4. The Mayor will make a public report after every Closed Session in the same meeting.

K. REDEVELOPMENT, GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD), AND CLAYTON FINANCING AUTHORITY MEETINGS

1. All general procedural rules apply as related to normal agenda, consent calendar, etc. These meetings generally follow the Council meeting.

L. SPECIAL MEETINGS

1. Any member may request the Mayor to call a Special Meeting and the Mayor will call it unless there are extenuating circumstances. Special Meetings will be called as specified in the California Government Code.

M. CITY ELECTION YEAR

1. Election year politics should be conducted in such a fashion that the business of Clayton can carry on as usual.
2. Council Candidates will be introduced at Council meetings as candidates only after they have filed their nomination papers.

N. MEMBERS OF COMMISSIONS AND COMMITTEES

1. Commissions and Committees are appointed by the Council as advisory bodies.
2. Commissions and Committees need to:
 - a. Consider Council vision.
 - b. Understand their roles, authority, limitations, etc.
 - c. Know annual priorities.
 - d. Work within established process and parameters [e.g., citizen involvement].
 - e. Have a Council Member serve as liaison.
3. Criteria to be considered in the selection and re-appointment of Commissions. *
 - a. Lack of conflicts of interest.
 - b. Attendance [may not miss two consecutive meetings without an excuse].
 - c. Level of participation and preparation.
 - d. Support of community vision and values.
 - e. Respect for staff and public.
 - f. Work for community versus personal purposes.
 - g. Perform as a team player.
 - h. Be a resident [unless there is exceptional need].

- i. Be competent.
 - j. Representative of community as a group [e.g., differing points of view, area of residence, aspects of community, backgrounds, experts versus generalists, etc.].
 - k. Appointments are to be made by Council as a whole, not on promises by individual Council Members or Mayor.
 - * [A Commissioner may be removed if he/she is in violation of criteria under this section].
4. Selection Process.
- a. Commission candidate application information is to include: Council vision statement, expectations, Brown Act requirements, suggestion to attend a Commission meeting, problem-solving model, etc.
 - b. City Council reviews applications, giving input to the Ad-Hoc Committee regarding ranking; Council may request input from Department Heads and City Manager.
 - c. Ad-Hoc Committee conducts interviews and makes recommendations to Council [let Council Members know before the meeting who is being recommended in time for individual review].
 - d. Council appoints Commissioners [goal is 5-0 consensus vote].
 - e. Information packet (including Brown Act, Minutes, Ordinance forming Commission, Calendar of League of California Cities events) is provided to Commissioners by staff.
5. Commissions encouraged to be representative of and involve the entire community.
6. Planning Commissioners shall not use or receive digital or electronic communications (such as electronic text or visual communications and attachments distributed via email, instant messaging, twitter or comparable services) regarding an agenda item at any time during the meeting of the Planning Commission at which he or she is in attendance.

* * * * *

Revised: 21 May 2019
 Revised: 20 February 2007
 Revised: 20 August 2002
 Adopted: 05 May 1998

MINUTES
SPECIAL MEETING
OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

July 19, 2022

1. **CALL TO ORDER AND ROLL CALL** – the meeting was called to order at 8:05 p.m. by Chair Diaz. Board Members present: Chair Diaz, Vice Chair Wolfe, Board Members Cloven, Tillman, and Wan. Board Members absent: None. Staff present: City Manager Reina Schwartz, General Manager Larry Thesis, Legal Counsel Mala Subramanian, and Secretary Janet Calderon.

2. **PUBLIC COMMENTS** – None.

3. **CONSENT CALENDAR**

It was moved by Board Member Cloven, seconded by Board Member Cloven, to approve the Consent Calendar as submitted. (Passed).

- (a) Approved the Board of Directors' minutes for its regular meeting on June 7, 2022.

4. **PUBLIC HEARINGS** – None.

5. **ACTION ITEMS**

- (a) Approved GHAD Resolution No. 3-2023 Ordering Improvements and Confirming Real Property Assessments in the Oakhurst Geological Hazard Abatement District for Fiscal Year 2022/23. (General Manager)

General Manager Larry Theis presented the item.

Following questions by the Board, Chair Diaz opened the item to public comment; no comments were offered.

It was moved by Vice Chair Wolfe, seconded by Board Member Cloven, to adopt GHAD Resolution No. 3-2022 Ordering Improvements and Confirming Real Property Tax Assessments in Fiscal Year 2022/23. (Passed 3-2; Tillman and Wolfe, abstain).

6. **BOARD ITEMS**

Boardmember Wan requested the City's website should include the City Engineers scheduled work, including completion dates, and specify areas of responsibility in the Oakhurst Geological Hazard Abatement District.

7. **ADJOURNMENT** - on call by Chairperson Diaz the Board meeting adjourned at 8:15 p.m.

#

Respectfully submitted,

Janet Calderon, Secretary

Approved by the Board of Directors
Oakhurst Geological Hazard Abatement District

Jim Diaz, Chairperson

GHAD REPORT

TO: HONORABLE CHAIRMAN AND BOARDMEMBERS

FROM: Secretary

DATE: December 6, 2022

SUBJECT: SELECTION OF CHAIR AND VICE CHAIR FOR 2023

RECOMMENDATION

It is recommended the Board of Directors select a new Chair and Vice Chair for next year (2023).

BACKGROUND

Similar to the Clayton City Council's annual reorganization, the Board of Directors of the Oakhurst Geological Hazard Abatement District (GHAD) annually changes its chair and vice chair.

Since its December 7, 2021 Board meeting, Board Member Jim Diaz has served as Chairman of GHAD with Board Member Carl Wolfe serving as its Vice Chair. At this time, the Board should conduct the nomination and selection of its chair and vice chair to serve for the next twelve months. In recent years the following individuals have served as officers of GHAD:

	<u>Chair</u>	<u>Vice Chair</u>
2022	Jim Diaz	Carl Wolfe
2021	Holly Tillman	Peter Cloven
2020	Jeff Wan	Jim Diaz
2019	Carl Wolfe	Jeff Wan
2018	Tuija Catalano	Jim Diaz
2017	David Shuey	Tuija Catalano
2016	Keith Haydon	Jim Diaz
2015	Howard Geller	Keith Haydon
2014	Jim Diaz	Howard Geller
2013	David Shuey	Jim Diaz
2012	Hank Stratford	Joe Medrano

FISCAL IMPACT

None. Board Members do not receive any stipend for their time and effort expended in these offices.